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his interest in the estate of the ancestor is binding on him, and estops him from claiming his interest in the estate after the ancestor's death. *Hobson* v. *Trevor,* 2 P. Wms. 191; *Brands* v. *De Witt,* 44 N. J. Eq. 545, 14 Atl. 894, 6 Am. St. Rep. 909. And this seems to be the majority view, when the heir has released his expectancy to his ancestor. *Lockyer* v. *Savage,* 2 Str. 947; *In re Simon,* 158 Mich. 256, 122 N. W. 544, 17 Ann. Cas. 723. Or assigned to a co-heir. *Hale* v. *Hollon,* 90 Tex. 427, 39 S. W. 287, 59 Am. St. Rep. 819, 36 L. R. A. 75. Or contracted to release to a third person. *Clendening* v. *Wyatt,* 54 Kan. 523, 38 Pac. 792, 33 L. R. A. 278. Some cases hold, however, that such a contract if entered into without the assent or knowledge of the ancestor, will not be upheld. *McClure* v. *Raben,* 133 Ind. 507, 33 N. E. 275. Though it has been held that the assignment is valid regardless of whether the ancestor had knowledge of or assented to the contract. *Hale* v. *Hollon, supra.* And where the contract concerns land it must be in writing under the Statute of Frauds. *Gary* v. *Newton,* 201 Ill. 170, 66 N. E. 267. The assignment will be valid if made for a fair, though inadequate, consideration if unaccompanied by circumstances of fraud or gross inequality. *Crum* v. *Sawyer,* 132 Ill. 443, 24 N. E. 956. Though in England the rule seems well established that mere inadequacy of consideration alone will invalidate such a contract. *Portmore* v. *Taylor,* 4 Sim. 182, 9 L. J. Ch. 203; *Gowland* v. *De Faria,* 17 Ves. Jun. 20. And, though the releasing heir dies before the ancestor, the release will nevertheless be binding upon the releasor's heirs. *Quarles* v. *Quarles,* 4 Mass. 580; *Simpson* v. *Simpson,* 114 Ill. 603, 4 N. E. 137, 7 N. E. 287.

A minority line of cases refuse to recognize the validity of such assignments either at law or in equity; such courts refusing to permit the course of descent to be altered by any agreement of parties. *Towles* v. *Roundtree,* 10 Fla. 299; *Headrick* v. *McDowell,* 102 Va. 124, 45 S. E. 804, 65 L. R. A. 578; *Elliott* v. *Leslie,* 124 Ky. 553, 99 S. W. 619, 124 Am. St. Rep. 418. These authorities seem to recognize fully that they are in direct conflict with the view generally accepted in this country and in England but they regard the doctrine of assignment of expectancies by heirs as subversive of the best interest of public policy.

The instant case seems to make a distinction where the heir dies before the ancestor in whose estate he has released his expectancy holding such a release valid and binding if made to the ancestor, but invalid and of no effect where the assignment is to a third person. This distinction does not seem to be made by the authorities.

HUSBAND AND WIFE—SEPARATION AGREEMENTS—SETTLEMENT OF PROPERTY RIGHTS.—A husband and wife, permanently separated, made an agreement, in order to settle their property rights, that the husband should pay a certain sum for the maintenance of the wife. In return, she agreed not to claim alimony in their pending divorce proceedings. The wife, after obtaining a divorce without alimony, brought a suit to enforce the husband's contract. *Held,* the contract will be enforced. *Amspocker* v. *Amspocker* (Neb.), 155 N. W. 602.

The early common law recognized no suit upon a contract between husband and wife, the ecclesiastical courts having cognizance of the

rights and duties arising from the state of marriage. See *Legard* v. *Johnson,* 3 Ves. Jun. 352, 359. But the English secular courts later assumed jurisdiction of such contracts. *Besant* v. *Wood,* L. R. 12 Ch. Div. 605; *Wilson* v. *Wilson,* 1 H. L. C. 538. Nevertheless, deeds of separation or similar agreements, which contemplate a partial dissolution of the marriage contract are held absolutely invalid, in some American jurisdictions, as contrary to public policy. *Foote* v. *Nickerson,* 70 N. H. 496, 48 Atl. 1088, 54 L. R. A. 554; *Hill* v. *Hill,* 74 N. H. 288, 67 Atl. 406, 12 L. R. A. (N. S.) 848; *Collins* v. *Collins,* 62 N. C. 152, 93 Am. Dec. 606. But see *Sparks* v. *Sparks,* 94 N. C. 427. But the great weight of authority holds that such agreement, in so far as they seek to settle property rights, are valid. *Walker* v. *Walker,* 9 Wall. 743; *Wilson* v. *Wilson, supra; Clark* v. *Forsdick,* 118 N. Y. 7, 22 N. E. 1111, 6 L. R. A. 132; *Fox* v. *Davis,* 113 Mass. 255, 18 Am. Rep. 341. And even where made directly between the husband and wife, without the intervention of a trustee, they are, by the majority rule, enforceable. *McGregor* v. *McGregor,* L. R. 20 Q. B. Div. 529; *Carey* v. *Mackey,* 82 Me. 516, 20 Atl. 84, 17 Am. St. Rep. 500, 9 L. R. A. 113; *Commonwealth* v. *Richard,* 131 Pa. 209, 18 Atl. 1007. But there is considerable authority holding that the intervention of a trustee is essential to their validity. *Simpson* v. *Simpson,* 4 Dana (Ky.) 140; *Whitney* v. *Clossom,* 138 Mass. 49; *Gilbert* v. *Gilbert,* 5 Misc. Rep. 555, 26 N. Y. Supp. 30. These agreements, however, if looking forward to or encouraging future separation, are contrary to public policy and therefore invalid. See *Durant* v. *Titley,* 7 Price 577; *St. John* v. *St. John,* 11 Ves. Jun. 525. Also 1 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, 546. It is only when made in contemplation of immediate separation, or where the parties are already living separate, that they are sustained. *Walker* v. *Walker, supra.* See 1 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, 546. And even then, it has been held that some good cause for the separation must be shown. *Stebbins* v. *Morris,* 19 Mont. 115, 47 Pac. 642.

INSURANCE—ACCIDENT INSURANCE—INJURIES INCLUDED.—An insurance policy provided for indemnity for loss of time occasioned by injuries caused by external, violent and accidental means, except that arising as the result of hernia. The insured accidentally fell and, as a result of the fall, hernia developed; and he then brought an action to recover damages for loss of time occasioned by an operation for the hernia. *Held,* the insurance company is liable. *Berry* v. *United Commercial Travelers of America* (Ia.), 154 N. W. 598.

An injury is accidental when produced by some unforeseen, unintended and violent agency. *Lovelace* v. *Travelers etc., Ass'n,* 126 Mo. 104, 28 S. W. 877; *Western Commercial Travelers Ass'n* v. *Smith* (C. C. A.), 85 Fed. 401. If the death is caused by disease without any bodily injury inflicted by external, violent and accidental means; or if at the time of such injury the insured was suffering from disease, so that he would not have been injured but for that fact, there can be no recovery. *Bacon* v. *U. S. Mut. Acc. Ass'n,* 123 N. Y. 304, 25 N. E. 399, 20 Am. St. Rep. 748, 9 L. R. A. 617; *Dozier* v. *Casualty Co.,* 46 Fed. 446; *Insurance Co.* v. *Selden,* 24 C. C. A. 92, 78 Fed. 285. But where the insured is acci-